


Honorably Hilary L. Barnes
United States Bankruptcy Judge



Entered on Docket
July 01, 2025

LAW OFFICES OF AMY N. TIRRE, APC
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Counsel for Roger and Yvonne Dunfield

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re

MICHAEL SHELDON,

Debtor.

Case No. 25-50189-hlb

Chapter 7

**ORDER APPROVING STIPULATION
BETWEEN DEBTOR AND
RESIDENTIAL LANDLORDS FOR
TERMINATION OF AUTOMATIC STAY
REGARDING MONTH-TO-MONTH
TENANCY OF 840 NORTHWOOD
BLVD., INCLINE VILLAGE, NV 89451**

Hearing Date: N/A
Hearing Time: N/A
Est. Hearing Time: N/A

The Court, having reviewed the Stipulation Between Debtor and Residential Landlords for Termination of Automatic Stay Regarding Month-to-Month Tenancy of 840 Northwood Blvd., Incline Village, NV 89451, filed on June 30, 2025 ("Stipulation"), by and between residential landlords, Roger and Yvonne Dunfield, by and through counsel, Law Offices of Amy N. Tirre, A Professional Corporation, and Debtor, Michael Sheldon, by and through his counsel, Darby Law Practice, Ltd., and good cause appearing,

1 IT IS HEREBY ORDERED THAT:

2 1. The Stipulation attached hereto as **Exhibit 1** is APPROVED.

3 2. IT IS FURTHER ORDERED THAT if Debtor Michael Sheldon fails to pay the
4 amount of \$13,200 by 5 p.m. on Tuesday, July 8, 2025, then Roger and Yvonne Dunfield's counsel
5 may upload a declaration to this Court stating that the \$13,200 payment was not received by that time
6 and date and upload an order for this Court's immediate entry terminating the automatic stay under
7 11 U.S.C. § 362(a) so that the Landlords can proceed with their state law rights and remedies,
8 including, but not limited to, eviction using a 5-day Notice to Quit for non-payment of rent. Such
9 order shall be effective upon entry and will not be subject to the 14-day stay provided in Rule
10 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

11 3. IT IS FURTHER ORDERED THAT even if Debtor Michael Sheldon timely pays
12 \$13,200 as outlined in the Stipulation, the automatic stay under 11 U.S.C. § 362(a) terminates
13 effective August 1, 2025 in favor of Roger and Yvonne Dunfield and with respect to 840 Northwood
14 Blvd., Incline Village, Nevada 89451, so that they may proceed with their state law rights and
15 remedies, including, but not limited to, eviction.

16 4. IT IS FURTHER ORDERED THAT this Order shall be effective upon entry and will
17 not be subject to the 14-day stay provided in Rule 4001(a)(3) of the Federal Rules of Bankruptcy
18 Procedure.

19 5. IT IS FURTHER ORDERED THAT in the event the instant bankruptcy case is
20 dismissed or converted, or the Debtor is given a discharge, this Stipulation remains effective.

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EXHIBIT 1

EXHIBIT 1

LAW OFFICES OF AMY N. TIRRE, APC
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Counsel for Roger and Yvonne Dunfield

**UNITED STATES BANKRUPTCY COURT
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**STIPULATION BETWEEN DEBTOR
AND RESIDENTIAL LANDLORDS FOR
TERMINATION OF AUTOMATIC STAY
REGARDING MONTH-TO-MONTH
TENANCY OF 840 NORTHWOOD
BLVD., INCLINE VILLAGE, NV 89451**

Hearing Date: N/A
Hearing Time: N/A
Est. Hearing Time: N/A

IT IS HEREBY STIPULATED by and between residential landlords, Roger and Yvonne Dunfield, by and through counsel, Law Offices of Amy N. Tirre, A Professional Corporation, and Debtor, Michael Sheldon, by and through his counsel, Darby Law Practice, Ltd., that the automatic stay pursuant to 11 U.S.C. § 362(a) may be terminated in favor of Roger and Yvonne Dunfield and with respect to the residential premises located at 840 Northwood Blvd., Incline Village, NV 89451 as follows:

Recitals

A. On March 6, 2025 (“Petition Date”), Debtor Michael Sheldon filed his voluntary petition for relief under Chapter 7 of Title 11 of the United States Code (“the Bankruptcy Code”).

B. Debtor and his wife, Michelle Urrutia Sheldon, as tenants, occupy residential real property located at 840 Northwood Blvd., Incline Village, NV 89451 (“Premises”).

C. Roger and Yvonne Dunfield (“Landlords”) own the Premises.

D. On or about March 20, 2024, Debtor and his wife entered into a written Nevada

1 Residential Lease Agreement for six (6) months from April 1, 2024 through September 30, 2024
2 (“Lease”).

3 E. On October 1, 2024, Debtor and his wife did not vacate the Premises and remain in
4 possession despite the expiration of the Lease.

5 F. The Landlords consented to Debtor’s and wife’s continued occupancy of the
6 Premises. Therefore, Debtor and his wife have a month-to-month tenancy under NRS 118A.470.

7 G. On March 20, 2025, Debtor filed his Schedules and Statements and scheduled a
8 “Residential Lease” with the Landlords on his Schedule G. (ECF 13 at Page 15 of 33). However, the
9 Lease expired pre-petition on September 30, 2024.

10 H. Because the Lease expired pre-petition, it is not subject to assumption and/or
11 assignment under 11 U.S.C. § 365(a). Even if it were subject to assumption and assignment, it was
12 not assumed within 60 days of the order for relief and it is deemed rejected as a matter of law. 11
13 U.S.C. § 365(d)(1). Therefore, the bankruptcy estate has no legal interest. The Chapter 7 Trustee is
14 not a party to this Stipulation.

15 I. The current amount of monthly rent is \$6,500 pursuant to the Debtor’s and the
16 Landlord’s oral agreement. There is a late fee of \$100 if the monthly rent due on the first day of the
17 month is not paid by the fifth day of the month.

18 J. Debtor has failed to pay the monthly rent due on June 1, 2025. The monthly rent for
19 July is due July 1, 2025.

20 K. Even if Debtor cures and pays the delinquent unpaid rent for June 2025 and pays the
21 July 2025 rent, Landlords wish to terminate the Month-to-Month Tenancy for “no cause” under NRS
22 40.251(1)(a)(2), which requires a 30-day notice period. The Landlords would like to sell the
23 Premises.

24 L. There is currently an escrow open for the sale of the Premises with First American
25 Title Company, Emily Tobias, Escrow # 2683040. The realtor is Mark A. Lemmon with Berkshire
26 Hathaway Homeservices/Drysdale Properties. He has prepared two separate Purchase and Sale
27 Agreements for two separate potential buyers, Manuel Delgadillo and Amba DesJardins. Debtor has
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brought these two separate potential buyers to Mr. Lemmon and to Landlords. As of the execution of this Stipulation, neither of these potential buyers has executed the Purchase and Sale Agreement prepared by Mr. Lemmon and no closing date is scheduled.

M. Based upon the foregoing, Debtor and Landlords hereby stipulate and agree as follows:

Stipulation

1. Debtor Michael Sheldon and his wife, Michelle Urrutia Sheldon, shall each execute an Acceptance of Service of the 30-Day No Cause Notice to Quit for the Premises effective July 1, 2025; both documents have been provided to Debtor's counsel by Landlords' counsel.

2. Debtor's counsel shall furnish Debtor's and his wife's signatures on the respective Acceptance of Service to Landlords' counsel no later than Noon on Monday, June 30, 2025 via email: amy@amytirrelaw.com with the original signatures to follow via U.S. Mail and sent to Law Offices of Amy N. Tirre, APC, 1495 Ridgeview Drive, Suite 90, Reno, NV 89519.

3. Debtor shall pay the amount of \$13,200.00 (consisting of two months of rent and two late fees) so that it is received by the Landlords no later than 5 p.m. on Tuesday, July 8, 2025. Debtor shall make payment via wire transfer to Landlords' bank account with First Tech Federal Credit Union, Routing No. 321180379, Saving Account No. 9303994018.

4. If Debtor fails to pay the amount of \$13,200.00 by 5 p.m. on Tuesday, July 8, 2025, then the Landlords' counsel may upload a declaration to this Court stating that the \$13,200 payment was not received by that time and date and upload an order for this Court's immediate entry terminating the automatic stay so that the Landlords can proceed with their state law rights and remedies, including, but not limited to, eviction using a 5-day Notice to Quit for non-payment of rent. Such order shall be effective upon entry and will not be subject to the 14-day stay provided in Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure

5. Even if Debtor Michael Sheldon timely pays both the June and July rent and late fees for a total of \$13,200 as outlined herein, Debtor and his wife, Michelle Urrutia Sheldon, shall vacate the premises no later than July 31, 2025 *unless* the escrow for sale of the Property to either potential

1 buyer Manuel Delgadillo or Amba DesJardins closes at First American Title on or before July 31,
2 2025.

3 6. There shall be no extensions of the July 31, 2025 deadline to close escrow.

4 7. Even if Debtor Michael Sheldon timely pays both the June and July rent and late fees
5 for a total of \$13,200 as outlined herein, the automatic stay terminates effective August 1, 2025 in
6 favor of the Landlords and with respect to the Premises. If the Landlords remain the owners of the
7 Premises on August 1, 2025 and Debtor Michael Sheldon has not vacated the Premises by that date,
8 then the Landlords may proceed with their state law rights and remedies, including, but not limited to,
9 eviction based upon the 30-day No Cause Notice to Quit, which was served effective July 1, 2025.

10 8. An order approving this Stipulation shall be effective upon entry and will not be
11 subject to the 14-day stay provided in Rule 4001(a)(3) of the Federal Rules of Bankruptcy
12 Procedure.

13 9. In the event the instant bankruptcy case is dismissed or converted, or the Debtor is given
14 a discharge, this Stipulation remains effective.

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16 LAW OFFICES OF AMY N. TIRRE, APC

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18 By: /s/ Amy N. Tirre
19 AMY N. TIRRE, ESQ.
20 Counsel for Roger and Yvonne Dunfield

21 DARBY LAW PRACTICE, LTD.

22 By: /s/ Tricia M. Darby
23 TRICIA M. DARBY, ESQ.
24 Counsel for Debtor Michael Sheldon

LAW OFFICES OF AMY N. TIRRE
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CERTIFICATE OF SERVICE

Pursuant to FRBP 7005 and FRCP 5(b), I certify that I am an employee of Law Offices of Amy N. Tirre, that I am over the age of 18 and not a party to the above-referenced case, and that on June 30, 2025 I filed and served the **STIPULATION BETWEEN DEBTOR AND RESIDENTIAL LANDLORDS FOR TERMINATION OF AUTOMATIC STAY REGARDING MONTH-TO-MONTH TENANCY OF 840 NORTHWOOD BLVD., INCLINE VILLAGE, NV 89451** as indicated:

 X **BY NOTICE OF ELECTRONIC FILING:** through Electronic Case Filing System of the United States Bankruptcy Court, District of Nevada, to the individuals and/or entities at their email addresses as set forth below:

- **KEVIN A. DARBY** kevin@darbylawpractice.com, tricia@darbylawpractice.com; mandie@darbylawpractice.com; makayla@darbylawpractice.com; atley@darbylawpractice.com
- **JENNIFER M. MCMENOMY** jennifer@mcmenomylaw.com
- **SHEILA GROPPER NELSON** shedoesbklaw@aol.com
- **BRADLEY G. SIMS** trustee@trusteesims.com, bgs@trustesolutions.net
- **U.S. TRUSTEE - RN - 7** USTPRegion17.RE.ECF@usdoj.gov

 BY HAND DELIVERY VIA COURIER: by causing hand delivery of the Document listed above via Reno Carson Messenger Service to the persons at the addresses set forth below.

 BY MAIL: by placing the document listed above in a sealed envelope with Postage thereon fully prepaid in the United States Mail at Reno, Nevada, and addressed as set forth below. I am readily familiar with my office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on 30 June 2025, with postage thereon fully prepaid in the ordinary course of business.

DATED this June 30, 2025.

 /s/ Amy N. Tirre
An Employee of Law Offices of Amy N. Tirre